

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM390398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dunham's Athleisure Corporation		11/19/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	401 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2291809	GET IN THE GAME	
Registration Number:	2632877	CANYON CREEK	
Registration Number:	3678138	DUNHAM' S	
Registration Number:	3674829	DUNHAM' S SPORTS	
Registration Number:	3039620	AEROLINE	
Registration Number:	1577887	DSO SPORT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	614-280-3566		
Email:	james.murray@wolterskluger.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	07/06/2016		

OP \$165.00 2291809

Total Attachments: 9

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Dunham's Athleisure Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company

Citizenship: DE

Execution Date(s) November 19, 2013

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☐ Yes

☒ No

Name: General Electric Capital Corporation

Internal
Address:

Street Address: 401 Merritt 7

City: Norwalk

State: CT

Country: USA

Zip: 06851

☐ Association Citizenship:

☐ General Partnership Citizenship:

☐ Limited Partnership Citizenship:

☒ Corporation Citizenship: DE

☐ Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

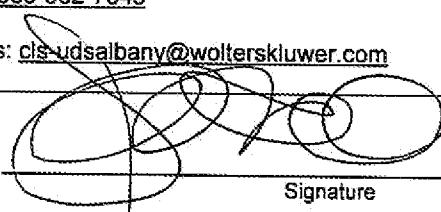
8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:



Signature

Joanne BL Arnold

Name of Person Signing

July 5, 2016

Date

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 19, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 19, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Dunham's Athleisure Corporation, a Delaware corporation (the "Borrower"), American Specialty Retailing Group, Inc., a Delaware corporation ("Holdings"), the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DUNHAM'S ATHLEISURE
CORPORATION

as Grantor

By: Alfred S. Blazek, Jr.
Name: Alfred S. Blazek, Jr.
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: Kristina M. Miller
Title: Duly Authorized Signatory

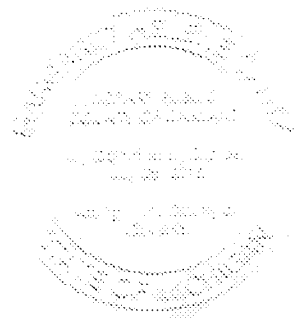
ACKNOWLEDGMENT OF GRANTOR

State of Michigan)
County of Oakland)

ss.

On this 19th day of November __, 2013 before me personally appeared Alfred S. Blazek Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dunham's Athleisure Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Margaret Helene Stutz
Notary Public



[Acknowledgment of Grantor for Trademark Security Agreement]

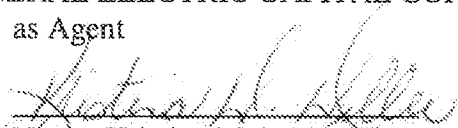
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DUNHAM'S ATHLEISURE
CORPORATION
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Kristina M. Miller
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005828 FRAME: 0923

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

STATE	MARK	REGISTRATION NUMBER	EXPIRATION DATE
ILLINOIS	Dunham's	095351	12/28/15
	Dunham's Sports	85601	07/10/15
INDIANA	Dunham's	5009-7601	09/15/16
	Since 1937 Dunham's Sports Outfitters	5009-7602	09/15/16
	Dunham's Sports	2000-0354	07/12/15
IOWA	Dunham's	5480TM- 000147309	12/21/15
	Dunham's Sports	5480TM- 000243087	06/26/15
KENTUCKY	Dunham's Sports	017678	01/25/16
MARYLAND	Dunham's	2000-01120	04/29/21
	Dunham's Sports	2000-01121	04/29/21
MICHIGAN	Dunham's	M40-052	09/04/16
	Since 1937 Dunham's Sports Outfitters and Design	M35-052	09/04/16
	Mega Sports	M00-423	10/03/15
	Get In The Game	M01-837	10/27/17
	Dunham's Sports	M02-607	06/28/20
	Falcon Mountain	M07-762	04/24/16

STATE	MARK	REGISTRATION NUMBER	EXPIRATION DATE
	Canyon Creek (Trademark)	M04-373	06/05/21
	Aeroline (Trademark)	M10-242	03/29/20
MINNESOTA	Dunham's	30121	06/29/20
	Dunham's Sports	30120	06/29/20
MISSOURI	Dunham's Sports	S018924	10/05/21
NEBRASKA	Dunham's Sports	1001168405	12/27/22
NEW YORK	Dunham's	S12399 / S21584	12/28/20
	Dunham's Sports	S17123 / S21326	06/26/20
NORTH DAKOTA	Dunham's	9712000	09/30/23
	Dunham's Discount Sports	9,854,100	06/22/13
NORTH CAROLINA	Dunham's Sports	20848	03/12/22
OHIO	Dunham's	SM67308	03/04/21
	Dunham's Sports	1188803	10/13/20
PENNSYLVANIA	Dunham's	3338177	10/04/15
	Dunham's Sports	2949405	04/19/15
SOUTH DAKOTA	Dunham's	n/a	01/24/18
	Dunham's Sports	n/a	01/24/18
TENNESSEE	Dunham's Sports		10/04/16

STATE	MARK	REGISTRATION NUMBER	EXPIRATION DATE
WEST VIRGINIA	Dunham's Sporting Goods	True Name	
	Dunham's	1006472	04/20/20
	Dunham's Sports	1006471	04/20/20
WISCONSIN	Dunham's	60466	09/06/16
	Dunham's Sports	N/A	04/14/20
	Since 1937 Dunham's Sports Outfitters	60467	09/03/06
UNITED STATES TRADEMARKS	DSO Sport	1577887	01/16/10
	Get In The Game (Service Mark)	2291809	11/16/19
	Canyon Creek	2,632,877	10/08/12
	Dunham's	3,678,138	09/18/19
	Dunham's Sports	3,674,829	09/01/19
	Aeroline	3,039,620	01/10/16

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.